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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/707,185	11/06/2000	Steven D. Tiley	3520-000808	8116

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EXAMINER

ROSEN, NICHOLAS D

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 11/18/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/707,185

Applicant(s)

TILEY ET AL.

Examiner

Nicholas D. Rosen

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 7/25/01.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-47 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-47 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 06 November 2000 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☒ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 4, 5.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

Claims 1-47 have been examined.

Oath/Declaration

The oath or declaration is defective. A new oath or declaration in compliance with 37 CFR 1.67(a) identifying this application by application number and filing date is required. See MPEP §§ 602.01 and 602.02.

The oath or declaration is defective because: The declaration in the file is for another case (a continuation-in-part of the instant application), 09/753,211. A declaration for the instant application, identifying it by serial number and filing date, referring to the provisional applications from which priority is claimed, and otherwise meeting all requirements, should be filed.

Specification

Applicant is reminded of the proper language and format for an abstract of the disclosure.

The abstract should be in narrative form and generally limited to a single paragraph on a separate sheet within the range of 50 to 150 words. It is important that the abstract not exceed 150 words in length since the space provided for the abstract on the computer tape used by the printer is limited. The form and legal phraseology often used in patent claims, such as "means" and "said," should be avoided. The abstract should describe the disclosure sufficiently to assist readers in deciding whether there is a need for consulting the full patent text for details.

The language should be clear and concise and should not repeat information given in the title. It should avoid using phrases which can be implied, such as, "The disclosure concerns," "The disclosure defined by this invention," "The disclosure describes," etc.

The abstract of the disclosure is objected to because it is three paragraphs long. These paragraphs should be made into one. Correction is required. See MPEP § 608.01(b).

Claim Objections

Claims 1-8 are objected to because of the following informalities: In the second line of claim 1, after "the product", there should be a comma, and the words "the method", since it is the method, not the product, which comprises the recited steps. Appropriate correction is required.

Claim 2 is objected to because of the following informalities: In the second line of claim 2, "the primary product" should be "the product", since there is no express antecedent basis for a *primary* product, and no mention of a secondary product. Appropriate correction is required.

Claim 6 is objected to because of the following informalities: In the second line of claim 6, "may include" is ambiguous, failing to recite outright that the benefits include at least one from the listed group, and should be corrected to read "include". Appropriate correction is required.

Claims 9-16 are objected to because of the following informalities: In the second line of claim 9, after "the product", there should be a comma, and the words "the method", since it is the method, not the product, which comprises the recited steps. Appropriate correction is required.

Claims 17-25 are objected to because of the following informalities: In the second line of claim 17, after "the product", there should be a comma, and the words "the method", since it is the method, not the product, which comprises the recited steps. Appropriate correction is required.

Claims 26-38 are objected to because of the following informalities: In the second line of claim 26, "the purchaser" lacks proper antecedent basis, and should be "a purchaser". Also, a comma should follow "purchaser", since it is the method, not the purchaser, which comprises the listed steps. In the eighth line of claim 26, "the primary product" should be "the product", since there is no express antecedent basis for a *primary* product, and no mention of a secondary product. Appropriate correction is required.

Claims 39-44 are objected to because of the following informalities: In the second line of claim 39, a comma should follow "product", since it is the method, not the product, which comprises the recited steps. In the third line of claim 39, "the individual" lacks proper antecedent basis, and should be "an individual". The semicolon at the end of the third line should be followed by "and". Appropriate correction is required.

Claims 45-47 are objected to because of the following informalities: In the second line of claim 45, a comma should follow "destination", since it is the method, not the destination, which comprises the recited steps. In the fourth line of claim 45, "the individual" lacks proper antecedent basis, and should be "an individual". The semicolon at the end of the fourth line should be followed by "and". Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 38 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In the second line of claim 38, "the administrator" lacks antecedent basis, and "that may be known" is ambiguous, leaving unclear what the administrator knows. The phrase "such as" renders the claim indefinite because it is unclear whether the limitations following the phrase are part of the claimed invention. See MPEP § 2173.05(d).

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-8 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere ideas in the abstract that do not apply, involve, use, or advance the technological arts fail to promote the "progress of science and the useful arts" (i.e., the physical sciences as opposed to social sciences, for example), and therefore are found to be non-statutory subject matter.

The process recited must somehow affect, effect, or be effected by technology.
The claimed method of inducing a purchaser to visit a store does none of these.

Claims 9-16 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere ideas in the abstract that do not apply, involve, use, or advance the technological arts fail to promote the “progress of science and the useful arts” (i.e., the physical sciences as opposed to social sciences, for example), and therefore are found to be non-statutory subject matter.

The process recited must somehow affect, effect, or be effected by technology.
The claimed method of inducing a purchaser to visit a store does none of these.

Claims 17-25 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere ideas in the abstract that do not apply, involve, use, or advance the technological arts fail to promote the “progress of science and the useful arts” (i.e., the physical sciences as opposed to social sciences, for example), and therefore are found to be non-statutory subject matter.

The process recited must somehow affect, effect, or be effected by technology.
The claimed method of inducing a purchaser to visit a store does none of these.

Claims 26-38 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The invention as recited in the claims is merely

an abstract idea that is not within the technological arts. Mere ideas in the abstract that do not apply, involve, use, or advance the technological arts fail to promote the “progress of science and the useful arts” (i.e., the physical sciences as opposed to social sciences, for example), and therefore are found to be non-statutory subject matter.

The process recited must somehow affect, effect, or be effected by technology. The claimed method of inducing a retail outlet to act as a remote location for product pick up or return by a purchaser does none of these.

Claims 39-44 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere ideas in the abstract that do not apply, involve, use, or advance the technological arts fail to promote the “progress of science and the useful arts” (i.e., the physical sciences as opposed to social sciences, for example), and therefore are found to be non-statutory subject matter.

The process recited must somehow affect, effect, or be effected by technology. The claimed method of direct marketing to individuals visiting a store does none of these.

Claims 45-47 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere ideas in the abstract that do not apply, involve, use, or advance the technological arts fail to promote the

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"progress of science and the useful arts" (i.e., the physical sciences as opposed to social sciences, for example), and therefore are found to be non-statutory subject matter.

The process recited must somehow affect, effect, or be effected by technology. The claimed method of direct marketing to individuals visiting a store does none of these.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 1-8

Claims 1, 2, 3, 4, and 6 are rejected under 35 U.S.C. 103(a) as being unpatentable over articles on the PackageNet web site as of April 20, 1999 (obtained through the Wayback Machine, web.archive.org) in view of the article "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza". As per claim 1, the PackageNet web site discloses a method of inducing a purchaser to visit a store at a remote location, the method comprising the steps of (a) evaluating at least one retail outlet as a remote location, wherein each outlet may provide at least one benefit to the purchaser (see first page, and "Find the PackageNet Locations Nearest You" page); (b) selecting at least one of these remote locations as suitable to the purchaser (see first page, and "Find the PackageNet Locations Nearest You" page); and (c) identifying to the purchaser at least one of the retail outlets and least one associated benefit for pick up or return of the product (see first page, and "Find the PackageNet Locations Nearest You" page). The PackageNet web site does not expressly disclose permitting the purchaser to select an outlet from those identified to pick up or return the product (although this could be considered implicit from generating a list of locations, but "Microsoft Plaza" teaches selecting the nearest store location (second paragraph); this article also pertains to PackageNet.

As per claim 2, "Microsoft Plaza" teaches arranging for the purchaser to pick up or return the product at the selected outlet (second and third paragraphs).

As per claim 3, the PackageNet web site discloses that one benefit to the purchaser is reduced shipping cost ("PackageNet's Superior Service and Value" page, paragraph under "Price").

As per claim 4, the PackageNet web site discloses that the reduced shipping cost is calculated based upon marketing variables (viz., package weight and insurance coverage) ("PackageNet's Superior Service and Value" page, paragraph under "Price").

As per claim 6, the PackageNet web site discloses that one benefit to the purchaser is (a) a reduction in shipping cost ("PackageNet's Superior Service and Value" page, paragraph under "Price"). The PackageNet web site also discloses (h) the opportunity to use a remote location for package pickup or delivery (see first page, and "Find the PackageNet Locations Nearest You" page). Etc.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over the PackageNet web site and "Microsoft Plaza" as applied to claim 4 above, and further in view of official notice. The PackageNet web site does not disclose that the marketing variables comprise at least one from the group of purchaser name, product purchased, store location, purchaser location, time of product pick up or return, identity of supplier and history of purchaser's buying in similar prior transactions, but official notice is taken that it is well known for shipping costs to depend on the relative locations of the places shipped from and shipped to, and thus, as applied to shipping to or from a store, to store location. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for the marketing variables to include

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store location, for the obvious advantage of having the shipping cost reflect distance shipped and other relevant factors.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over the PackageNet web site and "Microsoft Plaza" as applied to claim 1 above, and further in view of official notice, for the same reasons set forth above with regard to claim 5.

Claim 8 is rejected under 35 U.S.C. 103(a) as being unpatentable over the PackageNet web site and "Microsoft Plaza" as applied to claim 1 above, and further in view of official notice. The PackageNet web site does not disclose that a benefit to the purchaser is an in-store credit, but official notice is taken that it is well known to provide in-store credit to a purchaser returning a product, and to base such a credit on marketing variables including product purchased (the credit typically being the price paid for the product). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for a benefit to the purchaser to be an in-store credit, for the obvious advantages of keeping the good will of a purchaser whose purchase has proved unsatisfactory, and encouraging further purchases rather than necessitating cash payments while doing so; and for such a credit to depend upon marketing variables including product purchased, for the obvious advantage of returning an equivalent of the purchaser's payment, avoiding the problems of angering the purchaser by providing only a credit much smaller than the price, and losing money for the store by providing a credit much larger than the price paid.

Claims 39-44

Claims 39 and 40 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Brien et al. (U.S. Patent 5,832,457) in view of Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). As per claim 39, O'Brien discloses (a) receiving information about an individual prior to a store visit (Abstract); and (b) using this information to direct market to the individual before, during, or after the store visit (Abstract; columns 3 and 4). O'Brien does not disclose that the individual is visiting a store at a remote location for pick up or return of a pre-ordered product, but Galler discloses providing pick-up and return services inside stores (see five paragraphs beginning from "Packagenet, a Fairfield, Iowa, company"). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to receive information about, and use it to perform direct marketing to, individuals visiting a store for pick-up or return of a pre-ordered product, for the obvious advantage of profiting from the sale of additional goods and/or services to individuals in a store for that reason.

As per claim 40, O'Brien discloses that the direct marketing is comprised of providing at least one from the group of a reduction in shipping cost, in-store credit, customized advertisements, and cross-selling opportunities (Abstract; columns 3 and 4).

Claim 41 is rejected under 35 U.S.C. 103(a) as being unpatentable over O'Brien and Galler as applied to claim 40 above, and further in view of articles on the PackageNet web site as of April 20, 1999 (obtained through the Wayback Machine, web.archive.org). Neither O'Brien nor Galler discloses that the direct marketing is comprised of the step of providing a reduction in shipping cost based upon marketing

variables, but the PackageNet web site discloses that the reduced shipping cost is calculated based upon marketing variables (viz., package weight and insurance coverage) ("PackageNet's Superior Service and Value" page, paragraph under "Price"). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to provide a reduction in shipping cost based upon marketing variables, for the advantage, as in the PackageNet web site, of encouraging potential customers to use the service instead of a competitor's service.

Claim 42 is rejected under 35 U.S.C. 103(a) as being unpatentable over O'Brien, Galler and the PackageNet web site as applied to claim 41 above, and further in view of official notice. Neither O'Brien nor the PackageNet web site discloses that the marketing variables comprise at least one from the group of purchaser name, product purchased, store location, purchaser location, time of product pick up or return, identity of supplier and history of purchaser's buying in similar prior transactions, but official notice is taken that it is well known for shipping costs to depend on the relative locations of the places shipped from and shipped to, and thus, as applied to shipping to or from a store, to store location. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for the marketing variables to include store location, for the obvious advantage of having the shipping cost reflect distance shipped and other relevant factors.

Claims 43 and 44 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Brien and Galler as applied to claim 40 above, and further in view of official notice. O'Brien does not disclose that the direct marketing comprises the step of

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providing in-store credit based upon marketing variables, or that the marketing variables comprise at least one from the group of purchaser name, product purchased, store location, purchaser location, time of product pick up or return, identity of supplier and history of purchaser's buying in similar prior transactions, but official notice is taken that it is well known to provide in-store credit to a purchaser returning a product, and to base such a credit on marketing variables including product purchased (the credit typically being the price paid for the product). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for a the direct marketing to comprise the step of providing in-store credit based upon marketing variables, including the product purchased, for the obvious advantages of keeping the good will of a purchaser whose purchase has proved unsatisfactory, and encouraging further purchases rather than necessitating cash payments while doing so; and for such a credit to depend upon marketing variables including product purchased, for the obvious advantage of returning an equivalent of the purchaser's payment, avoiding the problems of angering the purchaser by providing only a credit much smaller than the price, and losing money for the store by providing a credit much larger than the price paid.

Claims 45-47

Claims 45 and 46 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Brien et al. (U.S. Patent 5,832,457) in view of Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). As per claim 45, O'Brien discloses (a) receiving information about an individual prior to a store visit (Abstract);

and (b) using this information to direct market to the individual before, during, or after the store visit (Abstract; columns 3 and 4). O'Brien does not disclose that the individual is visiting a store at a remote location to send a product to or pick up a product sent from another destination, but Galler discloses providing pick-up and shipping services inside stores (see five paragraphs beginning from "Packagenet, a Fairfield, Iowa, company"). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to receive information about, and use it to perform direct marketing to, individuals visiting a store for pick-up or shipping of a product, for the obvious advantage of profiting from the sale of additional goods and/or services to individuals in a store for that reason.

As per claim 46, O'Brien discloses that the direct marketing is comprised of providing at least one from the group of a reduction in shipping cost, in-store credit, customized advertisements, and cross-selling opportunities (Abstract; columns 3 and 4).

Claim 47 is rejected under 35 U.S.C. 103(a) as being unpatentable over O'Brien and Galler as applied to claim 46 above, and further in view of articles on the PackageNet web site as of April 20, 1999 (obtained through the Wayback Machine, web.archive.org). Claim 47 is parallel to claim 41, and rejected on the same grounds.

Allowable Subject Matter

Claims 9-16 would be allowed if amended to overcome the rejections under 35 U.S.C. 101, and the minor informalities objected to.

Claims 17-25 would be allowed if amended to overcome the rejections under 35 U.S.C. 101, and the minor informalities objected to.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, articles on the PackageNet web site as of April 20, 1999 (obtained through the Wayback Machine, web.archive.org), discloses a method (as per claim 9) of inducing a purchaser to visit a store at a remote location upon the purchase of a product from a supplier to pick up or return the product, the method comprising the steps of: (a) identifying a plurality of remote locations as potential outlets; and (b) identifying a plurality of purchaser benefits that may be desired by a purchaser for selecting an outlet, but does not disclose (c) evaluating each remote location relative to each purchaser benefit, only evaluating each remote location relative to the purchaser's location (as indicated by zip code). The PackageNet web site discloses identifying to the purchaser one or more of the potential benefits, thereby permitting the purchaser to select an outlet based upon a benefit (convenient location), but without identifying the correlation of the outlet to multiple benefits. It is known in general to evaluate multiple potential suppliers relative to various benefits, but this is held not to form an obvious combination with the PackageNet website, as the PackageNet web site does not suggest that the various locations offer any benefits as compared to each other except for location, only that dealing with a PackageNet-affiliated outlet offers benefits as compared to other ways of sending and receiving packages, and that certain PackageNet outlets are likely to be more conveniently located for particular customers than other PackageNet outlets.

Claim 17 and its dependents are held to be potentially allowable for at least the same reasons as claim 9.

Claims 26--38 would be allowed if amended to overcome the rejections under 35 U.S.C. 101, the minor informalities objected to, and, in the case of claim 38, the rejection under 35 U.S.C. 112, second paragraph.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, articles on the PackageNet web site as of April 20, 1999 (obtained through the Wayback Machine, web.archive.org), discloses a method comprising (a) evaluating at least one retail outlet as a remote location, wherein each outlet may provide at least one benefit to the purchaser; (b) selecting at least one of those remote locations as suitable to the purchaser; (c) identifying to the purchaser at least one of the retail outlets and at least one associated benefit for pick up or return of the product; and (d) permitting the purchaser to select an outlet from those identified to pick up or return the primary product (implied by the PackageNet website; explicit in the "Microsoft Plaza" article about PackageNet. The PackageNet web site does not disclose (e) assembling a purchaser profile based upon information about the purchaser; and (f) providing some or all of the information in the purchaser profiler for direct marketing by the retail outlet to the purchaser. It is known to assemble profile information, and provide it for direct marketing (O'Brien et al., U.S. Patent 5,832,457, for example), but neither the PackageNet web site, O'Brien, or any other prior art of record

discloses providing purchaser information to a retail outlet to induce the retail outlet to act as a remote location for product pickup or return.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Cotter (U.S. Patent 4,797,818) discloses a food order/delivery system. De Lapa et al. (U.S. Patent 5,353,218) disclose a focused coupon system. Giovannoli (U.S. Patent 5,758,328) discloses a computerized quotation system and method. Walker et al. (U.S. Patent 6,249,772) disclose systems and methods wherein a buyer purchases a product at a first price and acquires the product from a merchant that offers the product for sale at a second price. Walker et al. (U.S. Patent 6,381,582) disclose a method and system for processing payments for remotely purchased goods.

Dejaeger (U.S. Patent Application Publication 2001/0037207) discloses methods and apparatus for automated item return processing. Rogers (U.S. Patent Application Publication 2001/0042024) discloses a system to provide Web-based sales involving storage facilities. Cincotta (U.S. Patent Application Publication 2002/0004782) discloses a system and method for prepaying for services or goods to be consumed at a future date. Langhammer (U.S. Patent Application Publication 2002/0099622) discloses a merchant-affiliated direct wholesale marketing and fulfillment system. Walker et al. (U.S. Patent Application Publication 2002/0178071) discloses settlement systems and methods wherein a buyer takes possession at a retailer of a product purchased using a communication network.

Kosaka (Japanese Published Patent Application 11-66176) discloses a returned merchandise processing method, POS terminal, and recording medium.

Fox ("Not Just the Design Is Incredible") discloses providing personal information to receive a membership card, enabling cross-marketing, etc. Elson ("Chains Testing Shipping Center, Disney Event") discloses information concerning PackageNet. The anonymous article, "Riding the Internet How Much Will It Cost to Get on, How Far Can It Take You and Are You Sure You're Ready," discloses pick-up and delivery of goods ordered electronically.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen whose telephone number is 703-305-0753. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins, can be reached on 703-308-1344. Wynn Coggins is currently assigned elsewhere; the examiner's acting supervisor, Jeffrey Smith, can be reached at 703-308-3588. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306. Non-official/draft communications can be faxed to the examiner at 703-746-5574.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

Nicholas D. Rosen
NICHOLAS D. ROSEN
PRIMARY EXAMINER

November 7, 2003